

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

Rental Contact Information	
Contact Name:	
Address:	
City:	
State:	
Zip:	
Phone Numbers <i>(please provide the best two contact numbers)</i>	1. 2.
Email:	
Additional Contact Name: <i>(required)</i>	
Phone:	
Email:	
Description of Rental	
Date of Rental:	
Organization Name: <i>(required if organization is sponsoring rental)</i>	
Is your Organization Tax Exempt?	<input type="checkbox"/> No <input type="checkbox"/> Yes <i>(If yes, please provide Certificate of Exemption with Agreement)</i>
Type of event:	
Number of Expected Attendees:	
Select Rental location	
Location of Event	Price
<u>Archer Community Center</u> **	\$300.00 first 4 hours; \$50.00/hour over 4; or \$500.00 (8:30am-10:00pm) *
<u>Ollie Mae Senior Center</u> **	\$50.00/ (min 4 hours); \$25.00/hour over 4
<u>Wilson Robinson Park Ballfields</u> ***	\$100.00/0-4 hours; \$25.00/hour over 4; (lights \$40.00 per hour
<u>Wilson Robinson Park Pavilion</u> ***	\$100/(min 4 hours), \$25.00/hour over 4; (lights \$20.00/hour)
<u>Maddox Park</u> ***	\$50.00/ (first 4 hours, \$25 /hour after first 4)
<u>Deposit Community Center</u>	\$300.00/event; Sound/Audio Visual \$500.00/event plus \$30.00/hour staff;
<u>Deposit Other Locations</u>	\$100.00/event
*Special Rate Monday through Thursday \$200.00 8:30am-10:00pm: Special Wedding Package \$1,000	
** Optional Cleaning fee \$250.00; extended overtime charges \$50.00 first hour, \$80.00 second hour, \$120.00 each additional	
***Wilson Robinson Park and Maddox Park Close at 8:00 PM unless special arrangements are made in advance with MGR	
Rental Times	
Setup Time:	_____ AM / PM to _____ AM / PM Total Setup Time: _____
Event Time:	_____ AM / PM to _____ PM / PM Total Event Time: _____
Breakdown Time:	_____ AM / PM to _____ AM / PM Total Breakdown Time: _____
Total Rental Time:	_____ <i>(add total hours of Setup, Event & Breakdown times)</i>

For ACC/SC/REC Use			
Deposit Amount Collected:		Final Payment:	
Date Processed:		Date Processed:	
Processed by:		Processed by:	
Type of Payment:		Type of Payment:	
Tax Exempt?		Tax Exempt?	
			Scanned? Yes No
			CC/Debit Receipt Included? Yes No

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City of Archer and Sponsor hereby agree that Sponsor shall have the right to rent the selected location as set forth above, subject to the following terms and conditions:

1. Reservations & Security Deposit:

No event is officially reserved and placed on the calendar until:

- This Rental Use Agreement is signed and returned by Sponsor to the Archer City Manager or his designee. A fully executed contract approved and signed by the City Manager confirms the event.
- Half of the rental payment is made at time of contract signing
- The appropriate security deposit* is submitted with completed Rental Use Agreement
 - ***Payment via Credit/Debit card is preferred. Please complete Credit/Debit Card Authorization Form attached.***
 - ***If alcohol is served, a credit card must be placed on file for possible damages, there are no exceptions to this: CC# _____***
 - Please submit a check made payable to City of Archer and write your event date in the memo line.
 - The specified security deposit is refundable in its entirety if there are no damages incurred to the space rented for the event per this Rental Use Agreement. The City Manager has 30 days to refund the security deposit to the authorized credit/debit card.
 - If there are damages, these deposit funds will be used to reimburse the City of Archer for any damages caused by Sponsor and any additional cleanup made necessary by Sponsor.

2. Cost & Payment:

- A. Upon receipt of the executed Rental Use Agreement and the appropriate security deposit, the Sponsor agrees to pay half of the total "Use Fee", which covers set-up, insurance, and management fees.
- B. The balance of the Use Fee is due 7 days prior to the setup of the event.

Use Fee: \$ _____ + Deposits _____ = Total _____ Balance of Use Fee due 7 days prior to event date _____ in the amount of \$ _____.
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3. Cancellation:

- If the Sponsor provides Archer City Manager with written notice of cancellation more than ninety (90) days prior to the event, the security deposit and Half Use Fee paid upon execution of the Agreement shall be refunded in full. Please note: the Half Use Fee will take up to two weeks to refund.
- If the Sponsor cancels within ninety (90) days of the date of the event, the Half Use Fee shall not be refunded to Sponsor unless cancellation is due to a reason in paragraph 14 C of this agreement. The security deposit will be refunded in full.

4. Smoking:

Smoking is prohibited in the Archer Community Center, the Ollie Mae Senior Center and all other City of Archer properties.

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5. Food and Beverages:

- A. Please indicate if alcoholic beverages will be served at the event. YES _____ NO _____
If yes, the sponsor shall make arrangements with ASO for onsite coverage inside and outside during the entire event. The number of officers will be determined by the number of attendees.
- B. All persons participating in the City of Archer approved events must adhere to Florida Statute 562.11 regarding alcoholic beverages.

FS 562.11 – It is unlawful for any person to sell, give, serve, or permit to be served alcoholic beverages to a person under 21 years of age or to permit a person under 21 years of age to consume such beverages on the premises.

- C. If a caterer is used, the caterer is responsible for cleanup of the entire kitchen (refer to Section 7.) Failure to do so could result in additional charges to Sponsor.
- D. While food and beverages are permitted at most outdoor venues and parks, **food and beverages are NOT PERMITTED inside the Splash pad fencing area.**

6. Set-up/Items Requested:

- A. Sponsor shall meet with an Archer City Staff representative at least two weeks prior to the event to finalize room layout and equipment needed for the event. If Sponsor fails to meet with an Archer City Staff representative at least two weeks prior to the event, Archer City Manager, at its option, may deem Sponsor as having cancelled the event.
- B. All set-up arrangements, including point of delivery of set-up equipment and personnel, arrival of caterers, flowers, etc., must be confirmed with the Archer City Staff no less than two weeks prior to event.
- C. Kitchen: (Archer Community Center/Ollie Senior Center)
 If utilized, kitchen and equipment must be thoroughly cleaned
- Yes _____ No _____
- D. Tables and chairs: (Archer Community Center/Ollie Senior Center)
 If utilized, all tables and chairs must be wiped down and returned to the storage closet.
 Capacity: tables and chairs 150 (banquet style); Chairs only 216 (auditorium style)(Community center)
- Number tables _____
 - Number Chairs _____

7. Clean-up:

The Archer Community center, Ollie Mae Senior Center, Wilson Robinson Park and Maddox Park shall be left in the same condition as it was prior to the event. Tables and chairs should be stored in appropriate spaces. *The Archer City Staff member on site is not responsible for cleanup.* The Sponsor is responsible for the following clean up before the departure time listed in this Rental Use Agreement:

- Removal and proper disposal of food, beverages, and garbage from all receptacles used in room rented (this does not include restroom areas)
 - Dumpster for garbage disposal is located outside of the Staff Entrance to the left in the Staff Parking lot
- Wipe down of all equipment used, i.e. tables, chairs, counter space, etc.
- Sweeping of floors

Please report any issues with cleanup or damages to staff member on site.

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8. Departure:

If the event extends beyond the reservation time, the Sponsor will pay to City of Archer \$200 per hour for each excess hour the event extends. A partial hour will be considered as a whole hour in determining the additional sums to be paid to City of Archer. Sums will be rendered through the \$200 security deposit or the staff person working the event may collect this fee before sponsor leaves the facility.

9. Event Changes:

- A. Any request for changes in time, number of people, set-up, etc., desired by Sponsor must be made in writing and forwarded to the City Manager at least two weeks prior to the event. While the City Manager will try to accommodate Sponsor's changes, Sponsor understands that due to limitations in space and personnel, the City Manager may not be able to do so. The decision to accommodate Sponsor's changes shall be solely at City Manager's discretion. Any changes approved by City Manager shall be noted in writing.
- B. Event facilities are based on the anticipated number of guest. The City Manager reserves the right to adjust room assignment based on Sponsor's final guarantee and reserves the right to move the event to comparable meeting or banquet rooms other than those appearing in the Agreement.

10. Sponsor Representative:

- A. The individual named as the Sponsor's contact person on page 1 of this Agreement shall act as manager of the event, ensuring that all aspects of the event comply with City of Archer policies and guidelines. This includes, but is not limited to, the activities of the florists, performers and/or entertainers, delivery personnel, and caterers. Sponsor's contact person shall also serve as Sponsor's agent for the receipt of notices under this Agreement, at the address shown as the Sponsor's address on page 1 of this Agreement.
- B. Changes to aforesaid representative and addresses may be made by written notice sent to the appropriate address.

11. Damage and Insurance:

- A. Any damages shall be reported to the City Manager as soon as said damage is discovered.
- B. City Manager has the right to inspect and determine damages up to 24 hours after each event and to determine whether an outside vendor will be needed for repairs.
- C. If any portion of the City of Archer, its facilities or equipment is damaged by any act, omission, default, or negligence of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to any Archer site or facility by Sponsor, Sponsor shall pay City of Archer upon demand a sum equal to the cost of repairing the damages in excess of the security deposit and restoring damaged facilities or equipment to the condition existing at the beginning of the event. In such event the Sponsor will be billed for damages above the security deposit. This amount is due upon receipt. Damage charges in excess will be charged to Sponsor's credit/debit card. If a Credit/Debit Card or other means of payment is not accessible to the City Manager and Sponsor does not pay within 15 days of receipt of bill, the City Attorney then reserves the right to seek legal means of collection. All fees and charges involved with collection, including attorney fees and court costs, will be charged to Sponsor and is due upon payment of damages.
- D. Sponsor shall indemnify and hold the City of Archer harmless against any and all liability imposed or claimed, including attorney's fees and court costs, arising directly or indirectly from any act or omission of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted rented facilities by Sponsor, including but not limited to all claims relating to the injury or death of any person or damage to any property.

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12. Décor:

Décor (over and above the use of centerpieces and plants) must be approved in advance by the City Manager. **No confetti, glitter, rice/bird seed, or similar items** may be used in the Community Center or Ollie Mae Senior Center. Candles may only be used if in an enclosure such as a globe or hurricane lamp, candles may not be taller than the enclosure. Banners, posters, and/or flyers may not be hung or attached to walls in any event space. No banners may be hung on the exterior of the Community Center or Ollie Mae Senior Center without permission from the City Manager.

13. Parking:

The Archer Community Center and Ollie Mae Senior Center have a designated parking lot. Parking is available there without restrictions after regular business hours. Street parking is not suggested nor permitted. Parking regulations apply to ALL vehicles. Catering and delivery parking is at the direction of the City Manager.

14. Miscellaneous:

- A. This Agreement includes all the terms and conditions agreed upon by the parties and no oral agreements or representation shall be valid or binding upon the parties hereto, and this Agreement may not be modified in any manner except by written agreement signed by both parties hereto.
- B. This Agreement is not binding until executed by all parties.
- C. If the event contemplated by this Agreement cannot take place due to an event beyond control of the parties, including, but not limited to, war, riot, terrorism, explosions, floods, fires, tornados, hurricanes, then neither party will be liable for any damages due to the cancellation of the event.
- D. The Agreement shall be construed in accordance with the laws of the State of Florida and any disputes hereunder shall be resolved in the courts situated in Alachua County, State of Florida.
- E. If a court of competent jurisdiction invalidates any provision of this Agreement, then all of the remaining provisions of the Agreement shall continue in full force and effect.
- F. City of Archer shall not provide copying, printing, faxing, or computer use under any circumstances.
- G. Sponsor shall ensure that Sponsor and its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to any facility/site by Sponsor shall comply with the City of Archer rules, regulations and policies applicable to its use.

The parties herein have read and agree on the above terms and conditions.

Printed Name

Signature

Date

City of Archer Representative Printed Name

City of Archer Representative Signature

Date